

SIDE LETTER AGREEMENT
Sheriff's Employees' Benefits Association

TRAINING PAY - SPECIALIZED PEACE OFFICER UNIT

Introduction: In an effort to administer training pay in alignment with the Probation Department's State reporting requirements, the parties agree to amend this article as provided in the next paragraph. Additionally, SEBA agrees that the County has satisfied the requirement for Training Pay for fiscal year 16/17 for those unit members who received Training Pay in pay period 2 of 2017; and that such Unit members shall not be eligible for Training Pay until pay period 19 of 2018 (assuming completion of required training within fiscal year 2017/2018). Unit members who did not receive Training Pay in pay period 2 of 2017, and who complete training by June 30, 2017 shall be eligible to receive Training Pay in pay period 19 of 2017. Finally, the parties agreed that employees in the new classification of Probation Transportation Officer shall be eligible for the Training Pay.

Effective pay period 19, 2017, and each pay period 19 thereafter, employees in the classifications of Probation Corrections Officer Trainee, Probation Corrections Officer, and Probation Transportation Officer who have completed yearly Standards and Training Corrections Certification ("certification") in the prior fiscal year and remain in the unit in the pay period in which it is paid, shall receive a lump sum training pay that is equivalent to one percent (1.00%) of the employee's then current base annual salary. The Probation Department Training Unit will verify completion of required training for eligible employees. Employees who have completed the certification by the end of the prior fiscal year, but who are not in paid status (i.e., not coding paid hours) in pay period 19, will receive the training pay upon their return to paid status provided the employee returns to paid status prior to pay period 19 of the next calendar year. An employee who is not in paid status from pay period 19 through pay period 18 of the next calendar year shall not receive the previous year's annual Training Pay. For example, if an employee is not in paid status from August of 2017 through September 2018, and then returns to paid status in October 2018, the employee shall not receive the pay period 19/2017 training pay (assuming the employee had completed the training), but would be eligible to potentially receive the pay period 19/2019 training pay (assuming the employee completes the training before pay period 19/2019).

Field/Detention Training Officer Differential

Introduction: The County and SEBA agree to establish the following Field Training Officer (FTO)/Detention Training Officer (DTO) Differential for employees who are assigned to formalized FTO/DTO Programs.

Effective upon a Department's establishment and implementation of a formalized Field or Detention Training Officer Program, employees who are assigned by the Appointing Authority to such program to perform the full duties of a Field or Detention Training Officer (FTO/DTO) shall receive a pay differential of two and one-half percent (2.5%) above the employee's base rate of pay. This differential shall only be paid for hours actually worked (i.e., REG hours) while assigned and performing FTO or DTO duties. For example, a Fraud Investigator who's an assigned FTO performs 6 hours of FTO duties during a shift. The remaining hours of the shift the employee is performing other non-FTO duties. The employee would only receive the FTO differential for those 6 hours that he/she was actually performing the FTO duties.

Leave Provisions, Section 1 – Sick Leave

Introduction: The County and SEBA agree that the County will provide additional leave as provided below for Fraud Investigators as such employees are not eligible for Labor Code 4850 benefits; however, they perform certain law enforcement duties as part of coordinated "Sweeps" on a limited basis with the Sheriff's deputies, who are eligible for 4850 benefits.

(g) Workers' Compensation

(1) Employees covered by Section 4850 of the Labor Code who are injured in the line of duty are entitled to full salary in lieu of Workers' Compensation benefits and sick leave for a period not to exceed one (1) year. After the employee has used one (1) full year of such 4850 time, said employee may use accumulated sick leave with pay with the approval of the appointing authority to augment temporary disability payments if said employee is still temporarily disabled by order of an accepted physician under the Workers' Compensation sections or until said employee is retired.

(2) Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee. Employees eligible for salary continuation pursuant to Labor Code 4850 are not entitled to this paid time.

In addition to the forty (40) hours provided in this sub-section (g)(2), Fraud Investigators in the Specialized Peace Officer Unit may receive up to an additional eighty (80) hours (for a total of one-hundred and twenty (120) hours) of full salary in lieu of Workers' Compensation benefits and paid sick leave. Employees shall be eligible for up to the additional eighty (80) hours if such occupational injury or illness occurred while the employee was performing "law enforcement duties" as part of the "Sweeps" established and performed side-by-side in collaboration with the District Attorney's Office and the Sheriff's Department. "Law enforcement duties" would include the use of force required to apprehend a criminal or control an arrestee, and/or actions required to enter property in pursuit of a criminal (e.g., kicking down a door, climbing a fence, etc.). An injury sustained while not performing "law enforcement duties" (e.g., injury sustained after tripping on a curb while walking to serve an arrest warrant or injuring oneself by closing a car door on one's foot) would not qualify for the additional eighty (80) hours. Such additional hours shall only be provided if the employee is authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.

NEW CLASSIFICATIONS

Introduction:

The County shall establish the classification of Probation Transportation Officer. The County and SEBA agree that the classification shall be placed in the Specialized Peace Officer Unit as the new classification has a community of interest with the classifications already in that Unit. The County and SEBA also agreed that the classification shall be placed on Range 48X and is determined to be Fair Labor Standards Act (FLSA) Covered.

The County shall also establish the classification of Probation Transportation Supervisor. The County and SEBA agree that the classification shall be placed in the Specialized Peace Officer Supervisory Unit as the new classification has a community of interest with the classifications already in that Unit. The County and SEBA also agreed that the classification shall be placed on Range 59X and is determined to be Exempt from the Fair Labor Standards Act (FLSA).

In addition, the following MOU provisions are amended as shown in tracked changes to establish that these new classifications are eligible for such benefits, as applicable:

BOOT/FOOTWEAR ALLOWANCE

The County agrees to make an annual lump sum payment of \$150.00 to employees in regular positions who are in paid status in the period that includes July 1 of each year in the classifications listed below to purchase footwear that is in compliance as defined by department policy.

- Supervising Probation Officers
- Probation Corrections Supervisor I and II
- [Probation Transportation Supervisor](#)
- [Probation Transportation Officer](#)
- Probation Corrections Officers
- Probation Corrections Officer Trainees

Those employees in the Unit eligible to receive a footwear allowance who are appointed after July 1, shall receive a prorated footwear allowance payment at the time of their appointment. Such proration shall be based on the remaining number of pay periods in the fiscal year nearest their appointment.

Employees not in paid status (i.e., not coding paid hours) in the pay period that includes July 1 shall receive a prorated footwear allowance payment upon return to paid status. Such proration shall be based upon the remaining number of pay periods in the fiscal year nearest their return to paid status. However, an employee who is not in paid status during the entire fiscal year (i.e., not in paid status from pay period 15 of one year through pay period 14 of the following year) shall not receive the annual footwear allowance for the fiscal year(s) during which he/she was not in paid status. For example, if an employee is not in paid status from June of 2014 through September 2016, and then returns to paid status in October 2016, the employee shall receive a prorated footwear allowance payment for FY 2016/2017 upon their return to paid status but shall not receive the FY 2014/2015 allowance because the employee was not in paid status for the entire 2014/2015 fiscal year.

Any employee separating from County employment at the conclusion of a leave of absence shall not receive the footwear allowance.

DIFFERENTIALS

Section 5 – Transitional Pay (PROBATION CORRECTIONS OFFICER, [PROBATION TRANSPORTATION OFFICER](#), [PROBATION TRANSPORTATION SUPERVISOR](#), PROBATION CORRECTIONS SUPERVISOR I OR II, AND SUPERVISING PROBATION OFFICER)

Current bargaining unit employees who have completed fifteen (15) or more years of continuous completed service hours in a regular position shall receive transitional pay above their base rate of pay, as indicated below, based on the total hours of continuous completed service in a regular position with the County. Transitional pay shall be excluded when determining the appropriate rate of pay for promotion or demotion. Employees who qualify for transitional pay shall begin to receive the pay following completion of the required service hours.

| COMPLETED SERVICE HOURS | |
|--|---|
| 31,200 Continuous Service Hours (15 years) | 2.0% |
| 41,600 Continuous Service Hours (20 years) | An additional 2.0% for a total of 4.0% |
| 52,000 Continuous Service Hours (25 years) | An additional 4.0% for a total of 8.0% |
| 62,400 Continuous Service Hours (30 years) | An additional 2.0% for a total of 10.0% |

Section 6 – Longevity Pay Differential

Effective December 24, 2016, Unit employees in the following classifications shall be eligible for a longevity pay differential above the base rate of pay (i.e., the employees base hourly wage excluding any differentials, such as Transitional Pay, which are above the base hourly wage):

- Probation Corrections Supervisor I and II
- [Probation Transportation Supervisor](#)
- Supervising Probation Officer
- Fraud Investigator
- Supervising Fraud Investigator I and II
- Deputy Coroner Investigator
- Supervising Deputy Coroner Investigator I and II

Eligibility for such differential, as indicated below, shall be based on total hours of completed continuous service with the County. The longevity pay differential shall not be considered when determining the appropriate rate of pay for a promotion or demotion.

| TOTAL COMPLETED SERVICE | Compensation |
|--|--------------|
| 31,200 Continuous Service Hours (15 years) | 2.0% |

For purposes of the longevity pay differential, a year of completed County service is defined as 2,080 service hours with the County.

DUTY APPAREL

ALL UNITS

Section 1 – General

The County agrees to provide employees in regular positions in the classifications of Probation Corrections Officer series, [Probation Transportation Officer](#), [Probation Transportation Supervisor](#), Supervising Probation Officer, and Probation Corrections Officer Supervisor I/II with duty shirts and jackets, as indicated below. The appointing authority shall determine the nature, style and quality of duty apparel to be provided under this Article. It shall be the responsibility of the employee to maintain their issued duty apparel in a clean, neat and professional manner. All duty apparel shall remain the property of the County and must be returned upon promotion or demotion from the Probation Corrections Officer/Supervisor series, [Probation Transportation Officer](#), [Probation Transportation Supervisor](#), and Supervising Probation Officer or separation from the County.

Section 2 – Distribution and Replacement

(a) Shirts

- (1) Upon initial hire into the Probation Corrections Officer/Supervisor series, [Probation Transportation Officer](#), [Probation Transportation Supervisor](#), and Supervising Probation Officer, employees shall be provided with a minimum of four (4) duty shirts.
- (2) Shirts showing extreme wear may be exchanged for new shirts upon request of the employee; provided, that no employee shall receive more than five (5), or four (4) in the case of the Supervising Probation Officer, new shirts per calendar year unless extraordinary circumstances, as determined by the appointing authority, necessitate issuance of additional shirt(s).

(b) Jackets

- (1) Each employee in the Probation Corrections Officer/Supervisor series, [Probation Transportation Officer](#), [Probation Transportation Supervisor](#), and Supervising Probation Officer shall be provided with a duty jacket.
- (2) Jackets showing extreme wear may be exchanged for a new jacket upon request of the employee; provided, that no employee may receive a new jacket in less than 24 months unless extraordinary

circumstances, as determined by the appointing authority, necessitate issuance of a replacement jacket in less than 24 months.

(c) Pants

- (1) Upon initial hire into the Probation Corrections Officer/ Supervisor series, Probation Transportation Officer, Probation Transportation Supervisor, and Supervising Probation Officer, employees shall be provided with a minimum of four (4) pairs of pants.
- (2) Pants showing extreme wear may be exchanged for new pants upon request of the employee; provided, that no employee shall receive more than five (5) or four (4) new pants per calendar year unless extraordinary circumstances, as determined by the appointing authority, necessitate issuance of additional pants.

WORK VARIANCE

ALL UNITS

Only routine work variances may be granted. "Routine work variances" for the purposes of this Article shall mean a variation of an employee's regular work-shift, excluding holiday shifts. Requests for routine work variances for staff assigned to Juvenile Detention Centers or the Transportation Unit must be submitted with the appropriate signatures no later than forty-eight (48) hours prior to the earliest affected shift. Such requests shall be subject to approval of the appointing authority, or designee.

All approved work variances must occur within the same pay week (Saturday through Friday) and staff cannot request more than two (2) work variances per pay period, subject to the exception provided below. All requests must be signed by both staff involved in the variance and require the approval of the immediate supervisor of each employee. If the immediate supervisor is unavailable, an the available supervisor in the chain of command ~~immediate Probation Corrections Supervisor II~~ must approve and sign the variance. All forms must be submitted to Centralized Staffing no later than forty-eight (48) hours prior to the variance. Exceptions to the two (2) work variances per pay period must be approved by the Division Director.

Work variances requested for holidays by Probation Corrections Officers must be submitted to the Holiday Leave Committee two (2) weeks prior to the holiday.

Work variances requested for holidays by Probation Transportation Officers must be submitted to the appropriate supervisor two (2) weeks prior to the holiday.

APPROVAL

On behalf of the Sheriff's Employees' Benefits Association

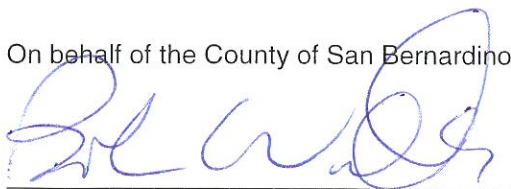


Sheriff's Employees' Benefit Association

5-11-17

Date

On behalf of the County of San Bernardino



Bob Windle, County Labor Relations Chief
County Administrative Office

5-18-17

Date